

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS

LEO LUNA,

Plaintiff,

v.

MASSEY SERVICES, INC. ,

Defendant.

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Civil Action No. 4:21-cv-14

Jury Trial Demanded

COMPLAINT

LEO LUNA (“Plaintiff”), by and through his attorneys, KIMMEL & SILVERMAN, P.C., alleges the following against MASSEY SERVICES, INC. (“Defendant”):

INTRODUCTION

1. Plaintiff’s Complaint is based on the Telephone Consumer Protection Act (“TCPA”), 47 U.S.C. §227 *et seq.*

JURISDICTION AND VENUE

2. Jurisdiction of this court arises pursuant to 28 U.S.C. §1331, which grants this court original jurisdiction of all civil actions arising under the laws of the United States.

3. Defendant regularly conducts business in the State of Texas, and as such, personal jurisdiction is established.

4. Venue is proper pursuant to 28 U.S.C. §1391 (b)(2).

PARTIES

5. Plaintiff is a natural person residing in Richardson, Texas.

6. Plaintiff is a “person” as that term is defined by 47 U.S.C. §153(39).

7. Defendant is a national debt collection company with its corporate headquarters located at 315 Groveland Street, Orlando, Florida 32804.

8. Defendant is a “person” as that term is defined by 47 U.S.C. §153(39).

9. Debt collection is the principal purpose of Defendant's business.

10. Defendant acted through its agents, employees, officers, members, directors, heirs, successors, assigns, principals, trustees, sureties, subrogees, representatives, and insurers.

FACTUAL ALLEGATIONS

11. Beginning in or around November 2018, Defendant placed harassing telephone calls to Plaintiff on his cellular telephone ending in 8448 for solicitation purposes.

12. Plaintiff has solely used this number as a cellular telephone number.

13. When contacting Plaintiff, Defendant was trying to sign Plaintiff up for termite control.

14. Plaintiff previously utilized Defendant's pest control services, but was not interested in termite control services or any pest control service at that time.

15. Plaintiff told Defendant he was not interested in their services and to stop calling when the calls first began in November 2018.

16. Once Plaintiff told Defendant to stop calling it knew its calls were unwanted and any further communications could only have been placed for the purpose of harassing Plaintiff.

17. Plaintiff knew that Defendant's calls were automated calls as he was often met by a noticeable pause or delay with no caller on the line and/or a pre-recorded voice prior to one of Defendant's representatives coming on the phone.

18. Defendant's calls were not made for "emergency purposes."

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2 WHEREFORE, Plaintiff, LEO LUNA, respectfully prays for judgment as follows:

- 3 a. All actual damages suffered pursuant to 47 U.S.C. § 227(b)(3)(A);
4 b. Statutory damages of \$500.00 per violative telephone call pursuant to 47
5 U.S.C. § 227(b)(3)(B);
6 c. Treble damages of \$1,500.00 per violative telephone call pursuant to 47
7 U.S.C. § 227(b)(3);
8 d. Injunctive relief pursuant to 47 U.S.C. § 227(b)(3); and
9 e. Any other relief deemed appropriate by this Honorable Court.
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12 **DEMAND FOR JURY TRIAL**

13 PLEASE TAKE NOTICE that Plaintiff, LEO LUNA, demands a jury trial in this case.
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16 Respectfully submitted,

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18 Dated: 01/08/2021

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